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KIFL
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September 30, 2021

BY EFILE TO TARIFFS@STB.GOV

Office of Public Assistance, Governmental Affairs and Compliance
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

**Re: Joint Rate Looseleaf Tariff Filing – KLOOSTERBOER
INTERNATIONAL FORWARDING LLC Noncontiguous
Domestic Trade With Alaska**

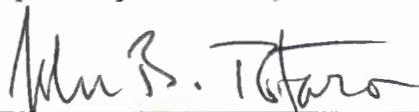
Dear Sir or Madam:

On behalf of Kloosterboer International Forwarding LLC (“KIF”), we enclose for filing proof of payment of the filing fee from Pay.Gov and a tariff for the through route transportation of frozen seafood in the noncontiguous domestic trade originating in Akutan, Unalaska, and Dutch Harbor, Alaska, with destinations in the eastern United States. We ask that the Board acknowledge receipt of the electronic filing of this tariff.

I certify that compliance with 49 C.F.R. § 1312.13 has been made.

Please contact us if there are any questions regarding this tariff filing.

Respectfully submitted,


By: John B. Totaro, Jr. Esq.
Michael K. Tomenga, Esq.

Enclosures

New York Office
One Exchange Plaza
55 Broadway, Suite 2602
• New York, NY 10006

Philadelphia Office
Two Logan Square
100 N. 18th Street, Suite 333
Philadelphia, PA 19103

Seattle WA Office
999 Third Avenue, Suite 2525
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TARIFF STB KIFL 00001

**NAMING
RULES, TERMS, CONDITIONS
AND BREAK-BULK FROZEN SEAFOOD FREIGHT RATES**

**FOR
WATER/RAIL TRANSPORTATION
AND RELATED SERVICES**

**SOUTHBOUND BETWEEN
AKUTAN, UNALASKA, AND DUTCH HARBOR, ALASKA
AND NAMED STATES IN THE EASTERN UNITED STATES**

ISSUED BY:

**KLOOSTERBOER INTERNATIONAL FORWARDING LLC
2025 First Avenue, Suite 1205
Seattle, WA 98121
Contact: Per Brautaset
Telephone: (206) 727-2799
Facsimile: (206) 727-2797**

KIFL

**Issue Date: September 30, 2021
Effective Date: October 30, 2021
Expiration Date: Until Canceled**

REVISION CHECK SHEET

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TARIFF SUPPLEMENTS

None

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PARTICIPATING CARRIERS

SCAC Alpha Code	Name of Carrier
KIFL	Kloosterboer International Forwarding LLC
N/A	Bayside Canadian Railway Company Limited

DEFINITIONS

Carrier	Carrier refers to KLOOSTERBOER INTERNATIONAL FORWARDING LLC, its subcontractors, authorized agents and all directors, officers and employees thereof.
Consignee	Consignee refers to the entity identified by Shipper to receive the goods.
Goods	Goods refers to those items of personal property with respect to which Carrier has been requested to or does provide services, including all packing and packaging thereof as well as all other articles or materials associated therewith, including, but without limitation, crates, cradles, pallets, and containers. The terms "goods" shall be deemed synonymous with "shipments," "cargo," "cargoes," "pieces," "packages," "commodities," and "personal property."
Shipper	Shipper refers to the entity engaging Carrier with respect to the goods, unless the context herein otherwise clearly indicates to the contrary, and shall include the owner, consignor, Consignee and all others who may have a right of claim by, through or with respect to the goods.

ABBREVIATIONS

LBS	Pounds
MT	Metric Tons
WM	2,000 pounds or 40 cubic feet, whichever produces the greater revenue
USD	United States Dollars

REFERENCE MARKS

^	Denote increase
±	Denote decrease
°	Denote no change in rates
#	Denote reissued matter or page
()	Denote a change in wording resulting in neither an increase nor decrease
+	Denote an addition
⊗	Denote a deletion
€	Subject to an expiration date

RULES, TERMS AND CONDITIONS OF SERVICE

	Item No.
<u>Application of Rates – General</u>	100
<ul style="list-style-type: none"> (1) Rates apply via a combination of water-rail routes. (2) Goods to named states herein will be accepted and handled only when the quantity offered equals or exceeds a quantity of 500 metric tons. (3) Rates do not include pick up in Alaska other than at Akutan, Unalaska and Dutch Harbor. 	
<u>Application of Rates – Estimated Freight Charges</u>	101
<p>Upon request, Carrier will furnish, either orally, in writing or by electronic means, an estimate of the freight, fuel, and Customs or in bond shipment charges applicable to any given shipment moved or to be moved under the provisions of this tariff. The estimate will be given on the basis of the effectively published tariff provisions according to the facts concerning the shipment which have been made known to Carrier. Estimates are furnished as a convenience to the shipping public, and represent nothing more than an approximation of freight charges which is not binding on either party.</p>	
<u>Frozen Seafood Freight Rates¹</u>	102
<p>The freight rates for shipment of Frozen Seafood are:</p> <p style="margin-left: 40px;">USD 600.00 per metric ton for deliveries to Zone 1</p> <p style="margin-left: 40px;">USD 680.00 per metric ton for deliveries to Zone 3</p> <p style="margin-left: 40px;">USD 700.00 per metric ton for deliveries to Zone 4</p>	
<u>Fuel Surcharge</u>	103
<p>The water transportation of all shipments is subject to a fuel surcharge of USD 50.00 per metric ton.</p>	

¹ Zone 1 States = CT, MA, ME, NH, NJ, NY, PA, RI, VA, VT

Zone 3 States = KY, MN, TN, WI

Zone 4 States = FL, GA

	Item No.
<u>Customs or In Bond Shipments</u>	104
<p>(1) Shipments moving under United States Customs Bond will move on one bill of lading and will not be allowed to mix on the same bill of lading with shipments not moving under Customs bond.</p> <p>(2) When shipments move under United States Customs Bond or delivery by carrier is required to be made under United States Customs supervision, a charge of USD 35.00 per shipment will be assessed.</p>	
<u>Bills of Lading, Freight Bills and Statements of Charges – Documentation</u>	200
Upon request, Carrier will provide the following documentation as part of the transportation services:	
<p>(1) Bill of lading, as set forth in Item 201, which shall be deemed to have been issued for each shipment.</p> <p>(2) Freight Bill.</p>	
<u>Bills of Lading</u>	201
The front page and full terms and conditions of Carrier's bill of lading shall be applicable to all goods received and/or transported by Carrier unless otherwise specifically agreed between Shipper and Carrier in writing, and the individual terms and conditions of Carrier's bill of lading are fully incorporated into this tariff as if separately set forth herein. Copy attached: 2021 KLOOSTERBOER INTERNATIONAL FORWARDING LLC BILL OF LADING	
<u>Changes to Tariff</u>	300
Changes to this tariff will be made by reprinting the entire page. Such reprinted pages will be designated "Revised Page" and will bear the same page number as the original. Revised pages will not show a cancellation notice except when such is necessary because of suspension, rejection or other specific reason. Except where a specific cancellation is shown on a new revised page, each revised page cancels any and all prior revised or original pages which bear the same page number.	
Example: "1 st Revised Page 7" cancels "Original Page 7" "2d Revised Page 7" cancels "1st Revised Page 7 and "Original Page 7"	

	Item No.
<u>C.O.D.</u> Collect on delivery (C.O.D.) shipments will not be accepted.	301
<u>Lien</u> Carrier shall have a lien upon all goods transported hereunder, which lien shall survive delivery, to secure payment of sums due hereunder. Carrier may assert such lien rights at any time, including withholding delivery until full payment is made and/or public or private sale of the personal property is effected; sale proceeds shall be first applied to all costs of sale, then to all sums due Carrier, with the balance to be paid to Shipper.	302
<u>Effective Dates</u> Shipments are governed by the rates and rules in effect on the date that the shipment(s) are physically received by Carrier.	303
<u>Explosives, Hazardous Materials, Hazardous Waste and other Dangerous Goods</u> Carrier refuses to carry any goods that in its judgment are hazardous, dangerous, objectionable or otherwise likely to injure any container, equipment, or other personal property, or which, in Carrier's judgment, are not able to be safely loaded, stowed, secured, unloaded or delivered.	304
<u>Shipping Temperature</u> All Frozen Seafood is to be shipped at a temperature less than or equal to negative twenty degrees centigrade.	305
<u>Insurance</u> Rates named herein do not include any first party or Shipper's interest cargo insurance provided by Carrier for the benefit of Shipper.	306
<u>Water, Transportation By – Carriage of Goods By Sea</u> Any portion of the transportation of goods by water shall be subject to the Carriage of Goods By Sea Act (46 U.S.C. § 1300 et seq.) and the liability of Carrier for loss or damage to the goods shall be limited as follows: neither Carrier nor the vessel shall be liable for any loss or damage to or in connection with the transportation of the goods in an amount exceeding USD 500 per package or the equivalent in other currency (with any Shipper provided container to be considered the relevant package) or for goods not shipped in packages, per customary freight unit, unless the nature and value of such goods have been declared in writing by Shipper to Carrier before shipment and inserted on the front of the bill of lading, and Shipper has paid increased freight charges resulting from such declaration.	307

	Item No.
<u>Water, Transportation By – Rules of Coast Guard</u>	308
<p>The transportation of goods by water shall be subject to all rules and regulations prescribed by the U.S. Coast Guard.</p>	
<u>Value, Declaration of Higher (Ad Valorem)</u> <p>Shipper has the option of declaring a higher valuation for the goods pursuant to Section 10 of the Carrier's bill of lading published at Item 201. Should Shipper wish to declare a higher valuation for the goods, Shipper must either inform Carrier in writing of such higher value before the goods are shipped (in which event Carrier shall be authorized to utilize such value and to insert it on the face of the bill of lading) or must insert such higher value in the appropriate space on the front of the bill of lading before goods are shipped; in declaring a higher value, Shipper expressly agrees to pay an additional charge at the rate of five percent (5%) of such higher value. In the event of a declaration of higher value by Shipper, Carrier's maximum limit for liability shall not exceed such declared higher value, with claims for loss or damage to goods adjusted as set forth in Section 10 of the bill of lading published at Item 201.</p> <p>Unless Shipper has declared a higher value as set forth in this Item and has paid the additional charge therefore, Shipper agrees that the goods received and transported on the basis that the Carrier's maximum liability for loss of or damage to such goods shall be USD 500.00 per package or freight unit for all goods.</p>	309
<u>Weight – Billing</u> <p>Weights provided by Shipper and shown on the bill of lading are subject to verification by Carrier, and the actual scale estimated or agreed weight as ascertained by Carrier will be the applicable weight of the goods.</p>	310

<u>Loss/Damage Claims – Conditions Precedent</u>	Item No.
<p>The following are conditions precedent to recovery against Carrier with respect to any loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver and the like.</p> <p>(1) The goods must be carefully inspected by Shipper or Consignee immediately upon delivery, and any loss or damage which would then be evident must be noted on Carrier's copy of the bill of lading and/or delivery receipt or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received.</p> <p>(2) In the event of loss or damage which would not be ascertainable at delivery, written notice of loss, damage, shortage, etc. involving the goods must be given to Carrier within fifteen days of delivery, after which time with no such notice having been given it shall be conclusively presumed that the goods were delivered in the same good order, count and condition as when received.</p> <p>(3) In the event of goods which are delayed, lost or otherwise not delivered, Carrier must be given written notice of the delay, loss or failure to deliver within fifteen days from the date upon which the goods should have been delivered or the goods shall be conclusively presumed to have been delivered in the same good order, count and condition as when received.</p> <p>(4) Carrier shall have a reasonable opportunity to inspect the goods, including their packing and packaging, in the same condition as upon delivery and before any alteration or destruction thereof.</p> <p>(5) Written claim for loss/damage, specifying the particulars thereof, must be filed with the Carrier within nine months of delivery or the date by which the goods should have been delivered.</p> <p>(6) Any suit against the Carrier must be filed within two years from the date that the Carrier provides written notice that it has disallowed a claim or any part of a claim specified in the notice.</p> <p>(7) There shall be no recovery against Carrier until freight and all charges due Carrier have been paid in full.</p> <p>(8) In the event of loss or injury occurring in the custody of Carrier, the liability of Carrier will be determined by the bill of lading and the law applicable to water transportation. The liability of the delivering carrier is the same as that of the water carrier.</p> <p>Offers of compromise from Carrier and communications from Carrier's insurer shall not constitute a disallowance of a claim or any part thereof.</p>	400

<u>Loss/Damage Claims, Filing of</u>	Item No.
<p>A claim for loss or damage to goods, including injury, delay, shortage, misdelivery, failure to deliver and the like, shall not be paid by Carrier unless filed with Carrier within the time limits applicable thereto and as otherwise may be required by law, the terms and conditions of the bill of lading or transportation agreement and all tariff provisions applicable thereto as follows:</p> <ul style="list-style-type: none"> (1) A written and/or electronic communication (when agreed to by Carrier and Shipper or Receiver involved) from the claimant must be filed with Carrier within the appropriate time limit. (2) Such communication must contain facts sufficient to identify the shipment of goods. (3) Such communication must assert that Carrier is liable for the alleged loss, damage, etc. (4) Such communication must make a claim for a specific or determinable amount of money. <p><i>Provided that</i>, where claims are electronically handled, procedures are established to ensure reasonable carrier access to supporting documents.</p> <p>Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, inspection reports, bills of lading or other documents issued by Carrier or their inspection agencies, standing alone, shall not be sufficient communication for purposes of this Item, whether or not such indicates the extent of loss, damage, etc. and/or a dollar figure for such loss, damage, etc.</p> <p>Whenever a loss, damage, etc. claim is presented against Carrier for an uncertain amount, such "USD -100 more or less," Carrier shall determine the condition of the goods involved at the time of delivery, if it was delivered, and shall ascertain as nearly possible the extent, if any, of the loss, damage, etc. for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance herewith.</p> <p>If investigation of a claim develops that one or more other carriers have been presented with a similar claim on the same shipment, Carrier investigating such claim shall communicate with each such other carrier and, prior to any agreements entered into, between, or among them as to the proper disposition of such claim or claims, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation, on the part of each claimant of his/her title to the property involved or his/her right with respect to such claim.</p>	401

Loss/Damage Claims, Acknowledgement of	Item No.
<p>Carrier shall, upon receipt of a loss, damage, etc. claim in the manner described herein, acknowledge the receipt of such claim in writing or electronically to the claimant within 30 days after the date of its receipt, unless Carrier shall have paid or declined such claim in writing or electronically within 30 days of the receipt thereof. Carrier shall indicate in its acknowledgement to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.</p> <p>Carrier shall at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the acknowledgement of receipt. At the time such claim is received, Carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in Carrier's acknowledgement of receipt to claimant. Carrier shall also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering the shipment, unless Carrier has otherwise established an orderly and consistent internal procedure for assuring:</p> <ul style="list-style-type: none"> (1) That all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim; (2) That all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and (3) That such procedures prevent the duplicate or otherwise unlawful payment of claims. 	402

<u>Loss/Damage Claims, Investigation of</u>	Item No.
<p>Prompt Investigation: Each loss, damage, etc. claim filed with Carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to Carrier's receipt thereof.</p> <p>Supporting Documentation: When a necessary part of an investigation and/or when requested by Carrier, each claim shall be supported by the original bill of lading, evidence of freight charges, if any, and either the original invoice, a photographic copy of the original invoice, or an exact copy thereof or any extract made therefrom, certified by the claimant to be true and correct with respect to the goods and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance or deductions, of any nature whatsoever and the terms thereof, or depreciation reflected thereon; <i>Provided, however,</i> that where goods involved in a claim have not been invoiced to Consignee shown on the bill of lading or where an invoice does not show price or value, or where the goods involved have been sold, or where the goods have been transferred at booking values only, Carrier shall, before voluntarily paying a claim, require the claimant to establish destination value in the quantity, shipped, transported, or involved; <i>Provided, further,</i> that when supporting documents are determined to be a necessary part of an investigation, the supporting documents are retained by Carriers for possible inspection by applicable federal agencies.</p> <p>Verification of loss: When an asserted claim for loss of an entire shipment cannot be otherwise authenticated upon investigation, Carrier shall obtain from Consignee a certified statement in writing that the goods for which the claim is filed have not been received from any other source.</p>	403
<p><u>Loss/Damage Claims, Disposition of</u></p> <p>Subject to the provisions of this tariff, Carrier, upon receipt of a loss, damage, etc. claim as required herein, shall pay, decline, or make a firm compromise settlement offer in writing or electronically to the claimant within 120 days after receipt of the claim by Carrier; <i>Provided, however,</i> that if the claim cannot be processed and disposed of within 120 days after receipt thereof, Carrier shall at that time and at the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such in its claim file thereon.</p>	404

Item No.	
<p><u>Processing of Salvage</u></p> <p>Whenever goods transported by Carrier are damaged or alleged to be damaged and are, as a consequence thereof, not delivered or rejected or refused upon delivery to the owner, consignee, or person entitled to receive such goods, Carrier, after giving due notice, whenever practicable to do so to the owner and other parties who may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such goods directly or by the employment of a competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. Carrier shall create an itemized record sufficient to identify the goods involved so has to be able to correlate them to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of goods a successive lot number and note that lot number on its record of the shipment and claim, if any claim is filed thereon.</p> <p>Whenever disposition of salvage goods shall be made directly to an agent or employee of Carrier or through a salvage agent or company in which Carrier or one or more of its directors, officers or managers has any interest, financial or otherwise, Carrier's salvage records shall fully reflect the particulars of each transaction, relationship, or both as the case may be.</p> <p>Upon receipt of a claim on a shipment on which the salvage has been processed in the above-described manner, Carrier shall record in its claim filed thereon the lot number assigned, the amount of money, if any, recovered from the disposition of the goods, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.</p>	405

<u>Overcharge Claims, Conditions Precedent</u>	Item No.
<p>The following are condition precedents to recovery against Carrier with respect to any overcharge claim, whether for overcharge, duplicate payment, over collections or otherwise:</p> <ol style="list-style-type: none"> 1. Shipper must contest the original bill or subsequent bill within 180 days of its receipt in order to have the right to contest such charges. 2. Suit against Carrier must be filed within 18 months after such claim accrues, or within 3 years after such claim accrues in the event the claimant has filed a complaint with the Surface Transportation Board. 3. The time limitations set forth in paragraph 2, above, shall be extended 6 months from the time written notice is given to the claimant by the Carrier of any disallowance of any part of the claim specified in the notice if a written claim is given to Carrier within those limitation periods. The limitation periods are extended for 90 days from the time Carrier begins a civil action if Carrier has separately sued with respect to the same transportation within the limitations period or Carrier collects the charge for that transportation (without bringing a civil action) if that collection occurs within the limitations period. 	406
<p><u>Overcharge Claims, Filing of</u></p> <p>A overcharge claim, whether for overcharge, duplicate payment, overcollection or otherwise, shall not be paid unless filed in writing with the Carrier that collected the freight and other transportation charges. Kloosterboer International Forwarding LLC (“KIF”) shall be the carrier to process all such claims. When claim is filed with another carrier participating in the transportation, that carrier shall transmit the claim to KIF within 15 days after receipt of the claim. If KIF is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.</p> <p>A single claim may include more than one shipment provided the claim on each shipment involves:</p> <ul style="list-style-type: none"> (1) the same tariff issue or authority or circumstances; (2) single line service by the same carrier; or (3) service by the same interline carriers. 	407

<u>Overcharge Claims, Documentation of</u>	Item No.
<p>(a) Overcharge claims shall be accompanied by sufficient information to allow Carrier to conduct an investigation and pay or decline the claim within the time limitations set forth herein. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.</p> <p>(b) Except when the original freight bill is not a paper document but is electronically transmitted, claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> (1) the rate, classification, or commodity description or weight claimed to have been applicable; (2) complete tariff authority for the rate, classification, or commodity description claimed; (3) freight bill payment information; and (4) other documents or data which is believed by claimant to substantiate the basis for its claim. <p>(c) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid (except when the original freight bill is not a paper document but is electronically transmitted) and by freight bill payment information.</p> <p>(d) Regardless of the provisions of paragraphs (a), (b), and (c) above, the failure to provide sufficient information and documentation to allow Carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, Carrier shall comply with Item 409 to obtain the additional information required.</p> <p>(e) Carrier shall accept copies instead of the original documents required to be submitted in this Item where Carrier is furnished with an agreement entered into by the claimant which indemnifies Carrier for subsequent duplicate claims which might be filed and supported by the original documents.</p>	408

	Item No.
<u>Overcharge Claims, Investigation of</u>	409
<p>(a) Upon receipt of an overcharge claim, whether written or otherwise, Carrier shall promptly initiate an investigation and establish a file, as set forth in Item 410.</p> <p>(b) If Carrier discovers an overcharge, duplicate payment, or overcollection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Item 413.</p> <p>(c) In the event Carrier processing the claim requires information or documents in addition to that submitted with the claim, it shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written or electronically transmitted claim must be filed before Carrier becomes subject to the time limits for setting such a claim under Item 412.</p>	
<u>Overcharge Claims, Record of</u>	410
<p>At the time a claim is received, Carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written or electronic acknowledgment of receipt required under Item 411. If pertinent to the disposition of the claim, Carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.</p>	
<u>Overcharge Claims, Acknowledgement of</u>	411
<p>Upon receipt of a written or electronically transmitted claim, Carrier shall acknowledge its receipt in writing or electronically to the claimant within 30 days after the date of receipt except when Carrier shall have paid or declined the claim in writing or electronically within that period. Carrier shall include the date of receipt in its written or electronic acknowledgement, which shall be placed in the file for that claim.</p>	

Item No.
<p><u>Unidentified Payments</u></p> <p>Carrier shall have an established procedure for identifying and properly applying all unidentified payments. If Carrier does not have sufficient information with which to properly apply such a payment, it shall notify the payor of the identified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Carrier does not receive the information requested within 90 days from the date of the notice, it may treat the unidentified payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this tariff shall be applicable.</p> <p>Notice under this Item shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: check number, amount, and date; the payor's name; and any additional basic information Carrier is able to provide.</p> <p>The final notice also must inform payor that: (i) Applicable regulations allow Carrier to retain conditionally the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.</p> <p>Upon Carrier's receipt of information from the payor, Carrier shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of Carrier's determination that such payment was applicable to particular freight charges lawfully due. Where no refund is made by Carrier, Carrier shall advise the payor of its right to file a formal claim for refund in accordance with the regular claims procedures set forth in this tariff.</p> <p>When a carrier which participates in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify KIF. When KIF discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or overcollection exists for any transportation charge which has not been the subject of a claim, KIF shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.</p>

Overcharge Claims, Disposition of	Item No.
<p>Carrier shall pay, decline to pay, or settle each written or electronically communicated claim within 60 days after its receipt, except where the claimant and said Carrier agree in writing or electronically to a specific extension based upon extenuating circumstances. If Carrier declines to pay a claim or makes settlement in an amount different from that sought, it shall notify the claimant in writing or electronically of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation</p>	413

END

KLOOSTERBOER INTERNATIONAL FORWARDING

BILL OF LADING

FMC-OTI No. 017121NF

FOR PORT-TO-PORT OR COMBINED TRANSPORT

EXPORTER/SHIPPER:	BOOKING NUMBER	BILL OF LADING NUMBER		
	CONSOLIDATION NUMBER	CONTAINER NUMBER		
	EXPORT REFERENCES	SHIPPER'S REFERENCES		
CONSIGNMENT TO	FORWARDING AGENT KLOOSTERBOER INTERNATIONAL FORWARDING 2025 FIRST AVE SUITE 1205 SEATTLE, WA 98121			
NOTIFY PARTY/INTERMEDIATE CONSIGNEE	POINT (STATE) OF ORIGIN OR FTZ NUMBER			
* PRE-CARRIAGE BY	* PLACE OF RECEIPT BY PRE-CARRIER	Dangerous Goods Declaration: Unless expressly stated otherwise on this bill of lading the shipper hereby declares that the tendered cargo does not include or contain any dangerous goods, hazardous materials, or restricted articles. This declaration in no way limited the shipper's liability or affects the terms and conditions on this bill of lading.		
VESSEL	PORT OF LOADING/EXPORT	LOADING PIER/TERMINAL	INSURED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO X	
FOREIGN PORT OF UNLOADING	* PLACE OF DELIVERY BY ON-CARRIER	CO-LOADED WITH	CONTAINERIZED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO X	
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER		
MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	NET WEIGHT KG	GROSS WEIGHT KG
LOADED ON BOARD DATE:				
MRs				
		TOTAL	0.00 KG	0.00 KG
* APPLICABLE ONLY WHEN DOCUMENT USED AS COMBINED TRANSPORT BILL OF LADING		DECLARED VALUE (FOR AD VALOREM PURPOSE ONLY). (REFER TO CLAUSE 26 ON REVERSE HEREOF) IN US\$		
In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder.	FREIGHT AND CHARGES			
In witness whereof three (3) bills of lading, all of the tenor and date have been signed, one of which being accomplished, the others to stand void.	DESCRIPTION OF CHARGES			
BY: KLOOSTERBOER INTERNATIONAL FORWARDING (017212NF)	TOTAL PREPAID			
DATE	TOTAL COLLECT			

EXHIBIT 1



September 28, 2021

Jennifer Adamski
Director, Operations & Logistics
Kloosterboer International Forwarding LLC
Marketplace Tower
2025 First Avenue, Suite 1205
Seattle, WA 98121

**RE: Letter of Concurrence to Participation in STB Tariff
STB KIFL 00001**

Dear Jennifer:

By this letter, the Bayside Canadian Railway Company Limited concurs to its participation in the joint rate and through route STB Tariff referenced above.

Manuel Estrada
General Manager

John Totaro

From: notification@pay.gov
Sent: Thursday, September 30, 2021 11:14 AM
To: John Totaro
Subject: Pay.gov Payment Confirmation: Surface Transportation Board User Fees

 An official email of the United States government



Your payment has been submitted to Pay.gov and the details are below. If you have any questions regarding this payment, please contact STB Finance at (202) 245-0349 or Finance.Staff@stb.gov.

Application Name: Surface Transportation Board User Fees
Pay.gov Tracking ID: 26TGNPQV
Agency Tracking ID: 76152609508
Transaction Type: Sale
Transaction Date: 09/30/2021 11:13:34 AM EDT
Account Holder Name: John Totaro
Transaction Amount: \$30.00
Card Type: Visa
Card Number: ****-*****

Payer Name: John Totaro
Fee Type: Tariff
Fee Type Number: KIFL9-30-2021
Additional Comments:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.



Pay.gov is a program of the U.S. Department of the Treasury, Bureau of the Fiscal Service

John Totaro

From: John Totaro
Sent: Thursday, September 30, 2021 2:05 PM
To: 'tariffs@stb.gov'
Subject: Tariff Filing - Kloosterboer International Forwarding LLC
Attachments: 9-30-2021_KLOOSTERBOER_INTERNATIONAL_FORWARDING_TARIFF_FILING.pdf

Dear Mr. Higgins,

Attached for filing is a rate tariff issued by Kloosterboer International Forwarding LLC.

Respectfully submitted,

John Totaro

John B. Totaro, Jr.
Neville Peterson LLP
1400 16th Street, N.W., Suite 350
Washington, DC 20036-2227
202.776.1145 direct
202.861.2924 fax
703.944.0332 cell
www.nplptradelaw.com

EXHIBIT 1

John Totaro

From: Tariffs <tariffs@stb.gov>
Sent: Thursday, September 30, 2021 2:08 PM
To: John Totaro
Subject: Email Confirmation

Dear Tariffs Filer:

This automated response acknowledges receipt of your email. For other matters, please call 202-245-0238.

Thank you,
RCPA

EXHIBIT 1

ORIGIN ID:BZSA (202) 861-2959
 JOHN B. TOTARO, JR.
 NEVILLE PETERSON LLP
 1400 16TH STREET, N.W.
 SUITE 350
 WASHINGTON, DC 20036
 UNITED STATES US

SHIP DATE: 01OCT21
 ACTWGT: 1.00 LB
 CAD: 1892440/INET4400
 BILL SENDER

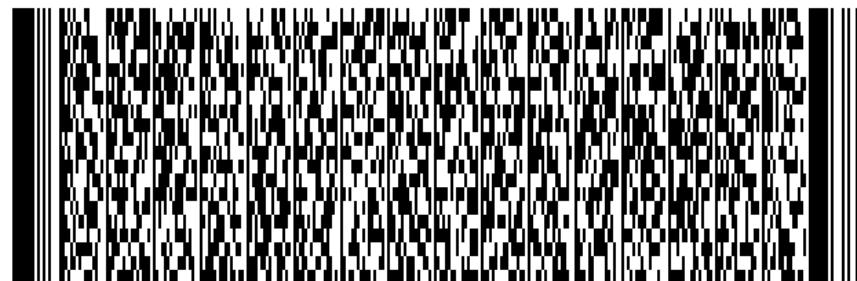
TO **MICHAEL HIGGINS**
SURFACE TRANSPORTATION BOARD
395 E STREET, SW
OPAGAC
WASHINGTON DC 20423

(202) 245-0284
 INV:
 PO:

REF: KIF-STB

DEPT:

56DJ31169A1FE4A



J212021070901uv

MON - 04 OCT 4:30P

STANDARD OVERNIGHT

TRK#
 0201 **7748 6159 0073**

SA WASA

20423

DC-US

IAD

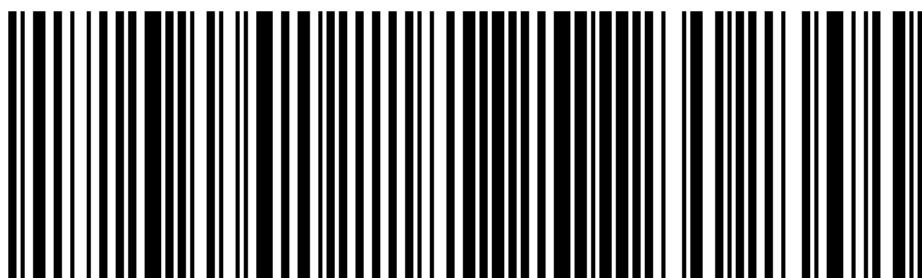


EXHIBIT 1
 of 28
 printing this label:
 Use the 'Print' button on this page to print your label to your laser or inkjet printer.
 Hold the printed page along the horizontal line.

John Totaro

From: John Totaro
Sent: Friday, October 1, 2021 3:17 PM
To: Higgins, Michael
Subject: Copy of Tariff Filing - Kloosterboer International Forwarding LLC
Attachments: 9-30-2021_KLOOSTERBOER_INTERNATIONAL_FORWARDING_TARIFF_FILING.pdf

Dear Mr. Higgins,

Attached is a copy of the rate tariff issued by Kloosterboer International Forwarding LLC which I filed on September 30, 2021 by email to tariffs@stb.gov.

Best regards,

John Totaro

John B. Totaro, Jr.
Neville Peterson LLP
1400 16th Street, N.W., Suite 350
Washington, DC 20036-2227
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703.944.0332 cell
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